

CONTRACT AWARD		STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		CONTRACT AWARD NUMBER	
				1608171	
ORDERING DEPARTMENT		COMMODITY CODE		DATE OF CONTRACT	
HEADQUARTERS, STATE EQUIPMENT FLEET				10/15/07	
2200 E. 42ND AVENUE		NUMBER & PERIOD OF RENEWAL OPTIONS		PR NO./DATE ASSIGNED	
ANCHORAGE, ALASKA 99508		NONE			
		DATE INITIAL CONTRACT BEGINS		DATE INITIAL CONTRACT ENDS	
		10/15/07		10/14/10	
CONTRACTOR YUKON EQUIPMENT		GS VENDOR CODE:			
ADDRESS		ISSUED IN ACCORDANCE WITH BID # SEF- 1280 DATED: 10/15/07			
2020 E. THIRD AVENUE		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:			
ANCHORAGE ALASKA		CPI/PI BASE INDEX POINTS & MO/YR:			
CONTACT NAME EARL LACKEY		REVIEW DATE: RENEWALS EXPIRE (MO/YR):			
TELEPHONE NUMBER 277-1541		ESTIMATED VALUE OF INITIAL TERM: REBID:			
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
DESCRIPTION					
<p>3-YEAR CONTRACT FOR THE PURCHASE OF</p> <p>1.25 CY BACKHOE LOADERS</p> <p>CONTRACTING OFFICER</p> <p>CATHI DWYER</p> <p>PHONE: 907) 269-0786</p> <p><u>TABLE OF CONTENTS</u></p> <p>SECTION</p> <p>I. STANDARD TERMS & CONDITIONS</p> <p>II. SPECIAL TERMS & CONDITIONS</p> <p>III. BID PRICE SCHEDULE</p> <p>IV. SPECIFICATIONS</p>					
CONTRACTING AUTHORITY NAME & TITLE				SIGNATURE	
LYNDA SIMMONS, CONTRACTING OFFICER III					
TELEPHONE NO.: 907-269-0793 FAX NO.: 907-269-0801					
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

SECTION I

STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible.
- 2.0 ALTERATIONS:** The contractor must obtain the written approval from the Contracting Officer prior to making any alterations to the specifications contained in this contract. The State will not pay for alterations that are not approved in advance and in writing by the Contracting Officer.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting Officer.
- 5.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the contractor.
- 6.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 7.0 CONTRACT PERIOD:** From the date of award for three years (36 months). There are no options to renew.
- 8.0 DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 9.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 10.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Contracting Officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

11.0 DISPUTES: Any disputes arising out of this contract shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.

12.0 FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

13.0 HUMAN TRAFFICKING:

13.1 By signature on the bid, the offeror certifies that:

13.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or

13.1.2 if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

13.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/

13.3 Failure to comply with this requirement will cause the state to cancel the contract.

13.4 This pertains to goods and services above \$50,000.00.

14.0 INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

15.0 INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

16.0 INSURANCE:

- 16.1 Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 16.2 Proof of insurance is required for the following:
- 16.2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 16.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 16.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 16.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

17.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

18.0 NEW EQUIPMENT: Equipment offered must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

19.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt

of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

- 20.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under this contract.
- 21.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 22.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 23.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in this contract which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 24.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 25.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 26.0 TAXES:** Prices must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 27.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a contract.

1.0 DELIVERY:

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
 - 1.1.1 Dealer and vehicle identification.
 - 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 1.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 1.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 1.2 **Delivery Receipt:**
 - 1.2.1 A delivery receipt will be required for the delivered unit. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
 - 1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.
 - 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

2.0 LINE SHEETS/BILL OF MATERIALS:

- 2.1 It is required at time of delivery that the contractor provide a comprehensive listing of all components used to assemble the unit.
- 2.2 This includes any components installed by the manufacturer or any subcontractor or the contractor.
- 2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, etc.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount of **\$130.00** per day, multiplied by the number of calendar days elapsing between the delivery date provided in the Price Schedule and the date that conforming goods are delivered to the State. In the case of non-conforming goods, the number of days for which liquidated damages apply shall include the time reasonably necessary for the State to inspect the unit.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 WARRANTY:

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the contractor will provide a one-year (12-month) full (100%) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the first year (12-months), from the date the unit is placed in service.

- 5.1.2 Warranty repairs shall take place at the vendor's authorized warranty service centers in Anchorage, Fairbanks and Juneau. Contractors are required to have authorized warranty repair centers located in all three locations as a minimum. All travel costs for warranty performed outside of these areas will be billed as follows.
- 5.1.2.1 Travel Labor Charge, as quoted in Section III – Price Schedule. Travel labor will only be reimbursed for the time the employee is traveling from a warranty service center to the in-service location and return.
 - 5.1.2.2 Mileage Charge, from the warranty service center to the in-service location, as quoted in Section III – Price Schedule.
 - 5.1.2.3 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 5.1.2.4 Transportation, such as airfare (coach only), shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the ticket.
 - 5.1.2.5 Lodging shall be reimbursed at actual and shall not exceed \$100.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
 - 5.1.2.6 Travel must be charged from the closest warranty service center to the in-service location unless otherwise approved by the Contract Administrator.
- 5.1.3 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation and travel in the Anchorage, Fairbanks and Juneau as a minimum (within a 10 mile radius), lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
- 5.1.4 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

5.2 General Warranty Requirements for all Equipment:

5.2.1 Warranty Exceptions:

- 5.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

5.2.2 Warranty on Attachments: Same as Standard Warranty Package.

5.2.3 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of installation of special equipment, seasonal usage, or other delay, shall be warranted from the date the vehicle is

placed in service. The receiving agency shall notify the vendor in writing of the actual "in service" date.

5.2.4 Authorized Warranty Dealer (Contractor) and Subcontractor: For the purpose of this contract, the contractor must meet the following applicable requirements:

5.2.4.1 Contractor must:

5.2.4.1.1 be a manufacturer(s) authorized warranty service dealer for the unit, a minimum of one year, and;

5.2.4.1.2 have the capability of providing warranty servicing and repair work within the State of Alaska, with an authorized warranty repair facility in Anchorage, Fairbanks and Juneau, as a minimum.

5.2.4.2 Contractor, if appropriate, shall submit the name, address, Alaska business license of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 5.1 above. The contractor must also provide contractual agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor and verification that the work provided will maintain manufacturer's warranty requirements.

5.2.4.2.1 Approval of all subcontractors must take place prior to the bid opening.

5.2.4.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs 5.2.4.1, and subsequent paragraphs, as requirements to the contractor.

5.2.5 Warranty Claims:

5.2.5.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

5.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the

case of emergency situation or to preclude excessive downtime (greater than 48 hours).

5.2.5.3 Failure to notify the State, that the vendor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the states notification that work is required to be performed, is considered a contractual breach.

5.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be **\$86.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

5.2.7 Factory Recall:

5.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from whom purchased.

5.2.8 **Hazardous Material:**

5.2.8.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no vendors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

6.0 REPAIR ORDERS AND DOCUMENTATION:

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

7.0 PUBLICATIONS:

7.1 To include service, parts and operator's manuals.

7.2 All manuals are to be pre-assembled in factory binders prior to delivery.

7.3 Publications are to be received by the State of Alaska not later than 30 days after delivery of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska.

7.4 **Service Manuals:**

7.4.1 Complete set(s), paper books (compact disc if available) to include applicable information covering prime unit and attachments:

7.4.1.1 Body, chassis, and electrical

7.4.1.2 Engine, transmission, and differential(s) (service and rebuild)

7.4.1.3 Electrical and vacuum troubleshooting

7.4.1.4 Wiring diagrams

7.4.1.5 Service specifications

7.4.1.6 Engine/emission diagnosis

7.5 **Parts Manuals:**

7.5.1 Complete set(s), paper books (compact disc if available) to include prime unit and attachments, including updates. If updates are not provided during the one-year warranty period, the State will order them from the manufacturer and bill the contractor for the full cost, including shipping.

7.5.2 Parts manuals are to be customized by serial number.

7.6 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

7.7 **Quantities:** Publications, when required, will be ordered on the same Purchase Order as the unit itself.

7.8 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

7.9 **Service Bulletins, Etc.:**

7.9.1 The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.

7.9.2 This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

8.0 STATEMENT OF ORIGIN: The contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue, Room #311
Anchorage, Alaska 99508

9.0 WEIGHT VERIFICATION SLIPS: If required in the Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

10.0 INSPECTIONS:

- 10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:
 - 10.1.1 Repair or replace at contractor's expense, any or all of the damaged goods,
 - 10.1.2 refund the price of any or all of the damaged goods, or
 - 10.1.3 accept the return of any or all of the damaged goods.
- 10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

11.0 REPLACEMENT PARTS:

- 11.1 The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time (no more than 5 working days) of all normal replacement parts to their dealers who may service State vehicles and equipment.

12.0 PRICE:

- 12.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 12.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 12.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 12.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 12.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 12.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 12.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the

prior year's price and the current difference in the price being requested.

- 12.4 **Price Decreases:** During the period of the contract, the contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

13.0 COOPERATIVE PURCHASING:

- 13.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.
- 13.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.
- 13.3 The contractor shall charge, and subsequently reimburse to the State after receipt and payment by purchaser, a user fee of two (2) percent for each unit ordered by a qualifying political subdivision. Any administrative fee resulting to the contractor in fulfillment of this requirement must be included in the price of the offered unit.

- 14.0 **MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

- 15.0 **BRAND NAME SPECIFICATION:** For purposes of this contract, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

- 16.0 **ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original price margins, and will be evidenced by issuance of a written contract change notice from the Contracting Officer.

- 17.0 **CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

18.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

- 18.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 no later than the time of issuance of notice of intent to award.
- 18.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from

release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.

- 18.3 **Absence of such certification, any claim of confidentiality will be ignored, and the contractor may not hold any reasonable expectation of confidentiality.**
- 18.4 Any information so certified will be held confidential so long as the Contracting Officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 18.5 By submission of a bid, the offeror consents to the Contracting Officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 18.6 A certified assertion of confidentiality in which the Contracting Officer concurs, with respect to information the Contracting Officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

SECTION V

PRICE SCHEDULE

LOT #1

Item #	Unit	Description	\$ Amount
1a	1 ea	Backhoe Loader, 1.25 CY Diesel Powered, Four-Wheel Drive 14 foot minimum dig depth Per attached Specification #307	<u>\$60,005.00</u>
Year, Make and Model Offered:			<u>2008 CASE 580 SUPER M SERIES 2</u>

Optional Items:

1b	1 ea	Quick Attach System for Loader Bucket (As per Spec Item 9.0)	<u>\$ 3,517.00</u>
1c	1 ea	Extendable backhoe arm (As per Spec Item 9)	<u>\$ 3,274.00</u>
1d	1 ea	Frost Bucket (As per Spec Item 11.1)	<u>\$ 2,193.00</u>
1e	1 ea	Hydraulic Earth Drill (As per Spec Item 11.2)	<u>\$ 4,045.00</u>
1f	1 ea	Sweeper Broom (As per Spec Item 11.3)	<u>\$ 9,218.00</u>
1g	1 set	Publications (As per Spec Item 12.4)	<u>\$ 952.00</u>

NOTE: Final shipment to in-service locations as annotated on the Purchase Orders will be arranged and pre-paid by the contractor. The actual cost will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary circumstances pre-approved by the Contracting Officer prior to shipment. Refer to Section II, Special Terms and Conditions, paragraph 3.0.

Required Operators Manuals and Service Bulletins to be delivered to persons as listed on the Purchase Order.

Required Delivery: Not later than 180 days ARO unless barge schedules prevent such delivery.

Offered Delivered Time: **180** Days ARO.

SECTION IV

SPECIFICATIONS

SPECIFICATION #307
Rubber Tired Backhoe Loader
4x4 with Minimum 14 Foot Digging Depth
September 12, 2007

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, 4x4, rubber tired backhoe loader.

Unit shall include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General purpose underground work. Unit will be subject to varying terrain and weather conditions to minus 50 degrees Fahrenheit.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the unit provided.

In addition, specifications marked with an asterisk (*) require supporting documentation, which indicates specifically what the contract intends to supply in regard to said items and/or how specifications will be met. **In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information. You may use the area behind the asterisked item to refer to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what the contractor intends to supply in regard to said items and/or how specifications are met.**

TYPICAL UNITS:

Case Model 580 Super M, Caterpillar Model 420E, John Deere Model 310 SJ, Komatsu Model WB146-5, TEREX Model 760, VOLVO Model BL70. Provided all of the following specifications are met.

1.0 POWER TRAIN:

1.1 Engine, diesel, 4 cycle, water cooled:

1.1.1 (*) Horse power, minimum of 88 net HP as per SAE-J1349. 90 net HP

1.1.2 (*) Displacement, minimum 246 cubic inches.

272 cubic inch displacement

- 1.2 Starting Aids:
 - 1.2.1 Metered ether starting assist system, thermal control, glow plugs or automatic controlled.
 - 1.2.2 Engine block heater, immersion type, minimum 750 watt, 110 volt AC.
- 1.3 Warning system: Audio and visual warning system to warn of high engine coolant temperature and low engine oil pressure.
- 1.4 Exhaust System: Exhaust pipe with elbow.
- 1.5 Air Intake System:
 - 1.5.1 Air filter restriction indicator, dash mounted or easily seen while checking engine oil level.
 - 1.5.2 Two (2) each dry type filter elements with precleaner.
- 1.6 Cooling System:
 - 1.6.1 Permanent type antifreeze protection to minus 50 degrees Fahrenheit.
- 1.7 Oil Filtration: Spin-on type.

2.0 DRIVE TRAIN:

- 2.1 (*) Four-wheel drive, controlled by operator from within the cab.
Four-wheel drive electronic engagement from cab
- 2.2 Transmission:
 - 2.2.1 Power-shift, power-shuttle, or synchro-shuttle, four (4) speeds forward and four (4) speeds reverse minimum.
 - 2.2.2 Transmission to have a replaceable filter element.
- 2.3 Rear Differential: Pedal actuated or button controlled, locking system.

3.0 CHASSIS:

- 3.1 (*) Operating weight, 16,000 pounds, minimum.
16,595 lb. Standard hoe, pin on bucket
17,222 lbs. extendahoe hoe, pin on bucket
- 3.2 Frame: Non-articulated.
- 3.3 Steering: Full power assist.
- 3.4 Brakes:
 - 3.4.1 Service brakes, wet disk type.
 - 3.4.2 Parking brake with visual "ON" indicator, flashing type.
- 3.5 Tires:
 - 3.5.1 OEM widest lug tires available.
 - 3.5.2 (*) Rear, 24 inch diameter, 8 ply rating, R4, minimum.
19.5L x 24 10PR R4

3.5.3 (*) Front, 16 inch diameter, 8 ply rating, lug type, minimum.

12 x 16.5 8PR Lug tread

4.0 ELECTRICAL:

4.1 12 volt system:

4.2 Batteries, heavy duty OEM, 1000 CCA minimum.

4.3 Alternator, minimum 90 Amp.

4.4 Lighting:

4.4.1 Cab mounted work lights, two (2) each front and two (2) each rear.

4.4.2 Combination tail, stop, directional and flasher, lights.

4.4.3 Strobe Light:

4.4.3.1 One (1) *WHELEN* Model SS-360D, with amber lens.

4.4.3.2 Independently switched "HIGH/LOW/OFF".

4.4.3.3 Mounted on top of cab, shock mounted (a rubber pad may be used).

4.4.4 Cab dome light.

4.5 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit.

5.0 CAB:

5.1 EROPS (Enclosed Roll Over Protection System):

5.2 (*) Cab heater, maximum OEM, minimum 39,920 BTU with defrosters.

Cab w/heater, defroster, 42,000 BTU heater.

5.3 Windshield wipers, front and rear, with washer system on front minimum.

5.4 Suspension seat with retractable seat belt and arm rests.

5.5 Safety glass, tinted.

5.6 Rear View Mirrors, Interior: Left and right side.

6.0 INSTRUMENTATION:

6.1 Gauges/Indicators:

6.1.1 Tachometer, for engine speed.

6.1.2 Engine coolant temperature.

6.1.3 Engine oil pressure.

6.1.4 Ammeter or voltmeter.

6.1.5 Hour meter, *HOBBS* type, running engine activated.

6.1.6 Turn signal and 4-way flasher indicator lights.

- 6.2 All dials and gauges to be lighted.
- 6.3 All switches, gauges and controls to be properly identified.
 - 6.3.1 *DYMO* type tape labels are not acceptable.
 - 6.3.2 Stick-on type labels are not acceptable (unless OEM with assigned OEM part numbers).
- 6.4 All switch identifications to be lighted.
- 6.5 Toggle switches must be metal.

7.0 LOADER:

- 7.1 (*) Bucket to be OEM, heavy duty, general purpose, with SAE heaped capacity of 1.25 cubic yard, minimum. 1.3 cu.yd. bucket
- 7.2 (*) Lift capacity (SAE) at full height, minimum 5,675 pounds.
6,182 lbs. Lift capacity
- 7.3 (*) Break out force (SAE), minimum 9,480 pounds. Dump cylinder – 9,480 lbs.
- 7.4 Bucket to be equipped with bolt-on replaceable cutting edge.
- 7.5 Bucket hydraulics to include self (automatic) leveling system.
- 7.6 To include an OEM loader lift arm safety device to secure the loader in the raised position.
- 7.7 To include hydraulic pin-type “quick attach” mounting system, controlled from within the cab. **(OPTIONAL – Refer to Section III – Price Schedule)**

8.0 BACKHOE WITH STANDARD ARM/STICK:

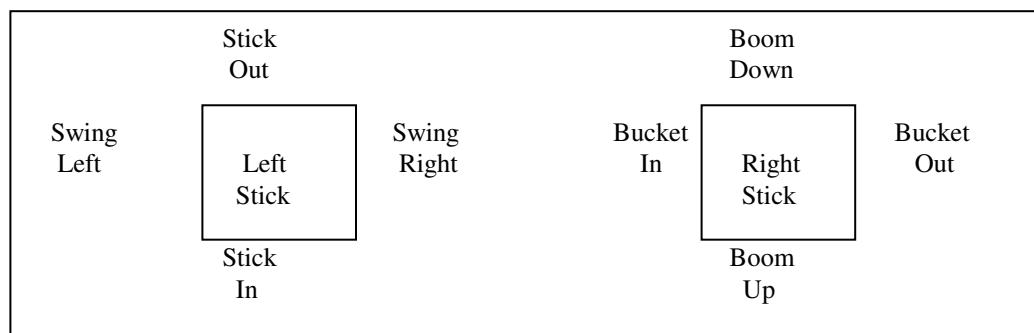
- 8.1 Digging depth (SAE), 14 feet, minimum.
- 8.2 Reach, at ground level (SAE), from swing pivot, 18 feet, minimum.
- 8.3 (*) Bucket Dig Force (SAE), minimum 11,690 pounds.
Bucket cylinder – 12,821 lbs.
- 8.4 (*) Stick Dig Force (SAE), minimum 7,193 pounds.
Dipper cylinder – 8,224 lbs. with bucket at 50 degrees.
- 8.5 Standard Digging Bucket:
 - 8.5.1 To be OEM most heavy duty or extreme service.
 - 8.5.2 24 inch width, with weld-on shanks and replaceable pin on teeth.
 - 8.5.3 Capacity: Minimum of 6.2 cubic feet (SAE).
 - 8.5.4 To include weld-on wear strips on bottom of bucket.
 - 8.5.5 To include mechanical “quick attach” mounting system.
- 8.6 Stabilizers to include reversible/flip type pads.

9.0 BACKHOE WITH EXTENDABLE ARM (OPTIONAL – Refer to Section III – Price Schedule):

- 9.1 (*) Digging depth (SAE), 17' 10" minimum (extendable arm extended).
18' 3" digging depth
- 9.2 (*) Bucket Dig Force (SAE), minimum 11,465 pounds (extendable arm extended). Bucket cylinder – 12,821 lbs.
- 9.3 (*) Stick Dig Force (SAE), minimum 5,395 pounds (extendable arm extended).
Dipper cylinder – 5,634 lbs. w/bucket at 51 degrees
- 9.4 Standard Digging Bucket:
- 9.4.1 To be OEM most heavy duty or extreme service.
- 9.4.2 24 inch width, with weld-on shanks and replaceable pin on teeth.
- 9.4.3 Capacity: Minimum of 6.2 cubic feet (SAE).
- 9.4.4 To include weld-on wear strips on bottom of bucket.
- 9.4.5 To include mechanical "quick attach" mounting system.
- 9.5 Stabilizers to include reversible/flip type pads.
- 9.6 (*) Counterweight(s): To be maximum OEM. 900 lbs. front counterweight.

10.0 HYDRAULICS:

- 10.1 Joystick pattern to be per SAE J1177 Jun 88.



- 10.2 Pilot Operated (Electric over hydraulic is not acceptable).
- 10.3 Pump(s) with a total minimum capacity of 34 GPM.
- 10.4 Maximum relief pressure of 3,626 pounds.
- 10.5 Filtration: To include a replaceable spin-on, or cartridge type, filter in the return line, maximum 16 micron.
- 10.6 All quick connect fittings must be properly marked as to their proper function and hookup to the machine hydraulics.

11.0 SPECIAL ATTACHMENTS:

11.1 Frost Bucket. (OPTIONAL – Refer to Section III – Price Schedule):

- 11.1.1 To be “V” design, most heavy duty or extreme service.
- 11.1.2 16 inch width, with weld-on shanks and replaceable pin on teeth.
- 11.1.3 To include weld-on wear strips on bottom of bucket.
- 11.1.4 To include mechanical “quick attach” mounting system.

11.2 Hydraulic Earth Drill. (OPTIONAL –Refer to Section III – Price Schedule):

- 11.2.1 This drill and the hoe system (including hoe bucket) to be equipped with a quick attach system.
- 11.2.2 (*) To be *McMILLEN* (phone #800-234-0964) Model X3450 Hydraulic Earth Drill (or *CATERPILLAR* Model A26B equivalent) with two (2) inch hexagon output shaft. Provided all of the following specifications are met. Millen X3450 Hydraulic Earth Drill with 2” hex output shaft.
- 11.2.3 Hydraulics from host unit to provide a variable speed range from approximately 60 to 95 RPM.
- 11.2.4 Hydraulics from host unit to provide forward and reverse capabilities.
- 11.2.5 Drill to have an output torque range of 3,450 to 4,000 pounds foot (based on a 3000 PSI pressure).
- 11.2.6 Augers:
 - 11.2.6.1 Augers are to be built for use in moderate to difficult conditions such as rocky, frozen, heavy clay, and or other compacted soil conditions; asphalt and other hard to penetrate ground conditions.
 - 11.2.6.2 To include a heavy duty alloy cast iron boring head.
 - 11.2.6.3 To utilize replaceable cutting edges.
 - 11.2.6.4 To include one (1) each, six (6) inch diameter x 48 inches in length, *McMILLEN* “HDP” style P/N 06HDP4H2 (or *CATERPILLAR* equivalent).
 - 11.2.6.5 To include one (1) each, twelve (12) inch diameter x 48 inches in length, *McMILLEN* “HDP” style P/N 12HDP4H2 (or *CATERPILLAR* equivalent).
- 11.2.7 Mounting:
 - 11.2.7.1 Mounting system to the backhoe’s dipper stick as per manufacturer’s recommendations.
- 11.2.8 Hydraulic quick connections, appropriately sized, are to be used for easy removal.
 - 11.2.8.1 Hydraulic quick connections are to include protective caps with chains or heavy duty rubber.

11.3 **Sweeper Broom (OPTIONAL – Refer to Section III – Price Schedule):**

- 11.3.1 Provide basic manufacturer's product brochure.
- 11.3.2 It is the purpose of the following specification to describe loader arm mounted, hydraulically powered sweeper broom for general sweeper application including light snow. Sweeper broom offered is to have been specifically designed to work on the tractor being provided.
- 11.3.3 To be *SWEEPSTER* Model LA, provided all of the following specifications are met.
- 11.3.4 To be powered by the loader backhoe's hydraulic system. This includes; brush rotation, left and right angle, raise and lower.
- 11.3.5 Brush:
 - 11.3.5.1 Wafer design, poly bristles (0.070 inch diameter).
 - 11.3.5.2 Diameter: Minimum 32 inches.
 - 11.3.5.3 Width: Actual brush width, 108 inches.
 - 11.3.5.4 To include an additional set of poly bristle wafers.
- 11.3.6 Overall Width: Straight position, maximum of 120 inches.
- 11.3.7 Sweeping angle, 30 degrees to the right and left.
- 11.3.8 Parallel linkage mounting to let the brush follow the contours of the ground.
- 11.3.9 Transport clearance, minimum 4½ (4.5) inches, on level ground.
- 11.3.10 Mounting to be constructed of heavy steel channel or tubing.
- 11.3.11 Frame: To be constructed of heavy 3/8 (0.375) inch thick steel seamless tubing, welded plate, and angle iron.
- 11.3.12 Caster Wheels:
 - 11.3.12.1 To include two (2) each, 4.80x8 caster wheel assemblies, rear mounted (between broom and loader).
 - 11.3.12.2 To include one (1) each spare wheel with mounted tire and axle assembly.
- 11.3.13 Hydraulic Motors:
 - 11.3.13.1 Sweeper brush to be powered by dual hydraulic cast steel housing motors.
 - 11.3.13.2 Sweeper hydraulic motors shall have a rating of minimum 7,200 inch pounds of torque at 250 RPM and 3,500 PSI, each.
 - 11.3.13.3 Shall mount directly to the brush shaft with a hex hub drive.
 - 11.3.13.4 Sweeper motors shall mount completely inside brush frame with frame extending not more than six (6) inches wider than brush.

11.3.14 Special Hydraulics:

11.3.14.1 The loader is to be equipped with additional valves. One (1) of the valves is to have 20 GPM at 2,000 PSI capability to power the broom rotation. A 2nd valve would be used to power the broom angle (left/right) and may include an electric diverter valve for operation of broom lift.

11.3.14.2 Attachment plumbing connection will be at the quick attachment area.

11.3.15 Hydraulic hoses:

11.3.15.1 To include quick connect fittings with chained caps.

11.3.15.2 To be adequately secured to prevent chaffing and to provide maximum protection. Cover(s) may be required.

11.3.16 Storage stands, to keep broom off ground.

11.3.17 Quick Attach: Unit is to include the same quick attach system as the loader bucket for maximum visibility and clearance.

12.0 MISCELLANEOUS:

12.1 Vandalism Protection: Shall include vandalism protection (lockable panels and/or caps) for radiator, fuel tank, hydraulic tank and engine lube oil filler. To have lockable engine side panels. Cab door(s) to be lockable. Additional cab glass protection is not required.

12.2 SMV Sign: To include an SMV (Slow Moving Vehicle) sign on the rear of the unit.

12.3 Paint: Manufacturer's standard color.

12.4 Publications (**OPTIONAL – Refer to Section III – Price Schedule**):

12.4.1 To include parts, service and operator manuals per Section III, Special Terms and Conditions, paragraph 7.0. Refer to separate purchase orders for quantities.

12.5 Inspection for compliance to specifications will be conducted at the FOB point.

END OF SPECIFICATIONS